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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

**IDC LOGISTICS INC., a California  
Corporation,**

Case No. 2:22-cv-08690-MWF(ASx)  
Hon. Michael W. Fitzgerald

**Plaintiff.**

## PROTECTIVE ORDER

VS

Complaint filed: December 2, 2022  
Trial date: August 26, 2024

DILE SOLUTIONS LLC, a Georgia  
Limited Liability Company.

## Defendant

1     1. **A. PURPOSES AND LIMITATIONS**

2         Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
6 to enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section  
11 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; L.R. 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15

16         B. **GOOD CAUSE STATEMENT**

17         This action is likely to involve confidential financial and proprietary  
18 commercial information, for which special protection from public disclosure and  
19 from use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other things,  
21 the parties' business or financial information; information regarding confidential and  
22 proprietary business practices; information produced through confidential research  
23 and development; proprietary commercial information such as financial statements,  
24 invoices, and marketing and sales strategies; private client and pricing lists and  
25 information; confidential contractual terms and other confidential information  
26 relating to the commercial drayage business; information relating to proprietary  
27 software and processes used by the parties in the drayage business; other information

1 related to the commercial drayage business; as well as information implicating  
2 privacy rights of third parties, information otherwise generally unavailable to the  
3 public, and information which may be privileged or otherwise protected from  
4 disclosure under state or federal statutes, court rules, case decisions, or common law,  
5 including but not limited to the California Uniform Trade Secrets Act and the Defend  
6 Trade Secrets Act.

7 Disclosure of such information to third parties “would likely “provide  
8 competitors insight into the parties' business operations, and courts generally “refuse[  
9 ] to permit their files to serve as ... sources of business information that might harm a  
10 litigant's competitive standing.” *Capitol Specialty Ins. Corp. v. GEICO Gen. Ins. Co.*,  
11 CV 20-672-RSWL-EX, 2021 WL 7708484, at \*3 (C.D. Cal. Apr. 14, 2021) (quoting  
12 *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 598 (1978)); *see also In re*  
13 *Photochromic Lens Antitrust Litig.*, 2173, 2013 WL 12156446, at \*1 (M.D. Fla. Oct.  
14 21, 2013) (finding protective order appropriate where “parties anticipated that  
15 discovery would include extensive cost, forecasting, production, and pricing data that  
16 may provide the parties' suppliers and customers a commercial advantage in  
17 subsequent negotiations”); *Green v. Nicholson Mfg. Co.*, CIV.A. 9:04CV227, 2005  
18 WL 5959605, at \*2 (E.D. Tex. Sept. 22, 2005) (“[C]lient information and sales  
19 contacts represent business relationships developed over years whose value could be  
20 needlessly compromised by public disclosure”).

21 Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonably necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26 serve the ends of justice, a protective order for such information is justified in this  
27 matter. It is the intent of the parties that information will not be designated as  
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and there  
2 is good cause why it should not be part of the public record of this case.

3

4 2. **DEFINITIONS**

5       2.1 **Challenging Party**: a Party or Non-Party that challenges the designation  
6 of information or items under this Order.

7       2.2 **“CONFIDENTIAL” Information or Items**: information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for protection  
9 under Federal Rule of Civil Procedure 26(c).

10       2.3 **Counsel**: Outside Counsel of Record and House Counsel (as well as their  
11 support staff).

12       2.4 **Designating Party**: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15       2.5 **Disclosure or Discovery Material**: all items or information, regardless of  
16 the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced or  
18 generated in disclosures or responses to discovery in this matter.

19       2.6 **Expert**: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this action.

22       2.7 **House Counsel**: attorneys who are employees of a party to this action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25       2.8 **Non-Party**: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27       2.9 **Outside Counsel of Record**: attorneys who are not employees of a party  
28 to this action but are retained to represent or advise a party to this action and have

1 appeared in this action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party.

3       2.10 Party: any party to this action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6       2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this action.

8       2.12 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12       2.13 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14       2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16

17       3. SCOPE

18       The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or  
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material.  
23 However, the protections conferred by this Stipulation and Order do not cover the  
24 following information: (a) any information that is in the public domain at the time of  
25 disclosure to a Receiving Party or becomes part of the public domain after its  
26 disclosure to a Receiving Party as a result of publication not involving a violation of  
27 this Order, including becoming part of the public record through trial or otherwise;  
28 and (b) any information known to the Receiving Party prior to the disclosure or

1 obtained by the Receiving Party after the disclosure from a source who obtained the  
2 information lawfully and under no obligation of confidentiality to the Designating  
3 Party. Any use of Protected Material at trial shall be governed by a separate  
4 agreement or order.

5

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**  
18 Each Party or Non-Party that designates information or items for protection under this  
19 Order must take care to limit any such designation to specific material that qualifies  
20 under the appropriate standards. The Designating Party must designate for protection  
21 only those parts of material, documents, items, or oral or written communications that  
22 qualify – so that other portions of the material, documents, items, or communications  
23 for which protection is not warranted are not swept unjustifiably within the ambit of  
24 this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
28 impose unnecessary expenses and burdens on other parties) expose the Designating

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the mistaken designation.

5 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) For information in documentary form (e.g., paper or electronic documents,  
12 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
13 Producing Party affix the legend "CONFIDENTIAL" to each page that contains  
14 protected material. If only a portion or portions of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s)  
16 (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents or materials available for  
18 inspection need not designate them for protection until after the inspecting Party has  
19 indicated which material it would like copied and produced. During the inspection  
20 and before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
22 it wants copied and produced, the Producing Party must determine which documents,  
23 or portions thereof, qualify for protection under this Order. Then, before producing  
24 the specified documents, the Producing Party must affix the "CONFIDENTIAL"  
25 legend to each page that contains Protected Material. If only a portion or portions of  
26 the material on a page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings in the  
28 margins).

1                   (b) for testimony given in deposition or in other pretrial or trial proceedings,  
2 that the Designating Party identify on the record, before the close of the deposition,  
3 hearing, or other proceeding, all protected testimony.

4                   (c) for information produced in some form other than documentary and for any  
5 other tangible items, that the Producing Party affix in a prominent place on the  
6 exterior of the container or containers in which the information or item is stored the  
7 legend “CONFIDENTIAL.” If only a portion or portions of the information or item  
8 warrant protection, the Producing Party, to the extent practicable, shall identify the  
9 protected portion(s).

10                 5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive the  
12 Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

16

17                 6.      CHALLENGING CONFIDENTIALITY DESIGNATIONS

18                 6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
20 Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
21 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
22 litigation, a Party does not waive its right to challenge a confidentiality designation  
23 by electing not to mount a challenge promptly after the original designation is  
24 disclosed.

25                 6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process by providing written notice of each designation it is challenging  
27 and describing the basis for each challenge. To avoid ambiguity as to whether a  
28 challenge has been made, the written notice must recite that the challenge to

1 confidentiality is being made in accordance with this specific paragraph of the  
2 Protective Order. The parties shall attempt to resolve each challenge in good faith and  
3 must begin the process by conferring directly (in voice to voice dialogue; other forms  
4 of communication are not sufficient) within 14 days of the date of service of notice.  
5 In conferring, the Challenging Party must explain the basis for its belief that the  
6 confidentiality designation was not proper and must give the Designating Party an  
7 opportunity to review the designated material, to reconsider the circumstances, and, if  
8 no change in designation is offered, to explain the basis for the chosen designation. A  
9 Challenging Party may proceed to the next stage of the challenge process only if it  
10 has engaged in this meet and confer process first or establishes that the Designating  
11 Party is unwilling to participate in the meet and confer process in a timely manner.

12       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without  
13 court intervention, the Designating Party shall file and serve a motion to retain  
14 confidentiality pursuant to L.R. 7-4 (and in compliance with L.R. 79-5, if applicable)  
15 within 21 days of the initial notice of challenge or within 14 days of the parties  
16 agreeing that the meet and confer process will not resolve their dispute, whichever is  
17 earlier. Each such motion must be accompanied by a competent declaration affirming  
18 that the movant has complied with the meet and confer requirements imposed in the  
19 preceding paragraph. Failure by the Designating Party to make such a motion  
20 including the required declaration within 21 days (or 14 days, if applicable) shall  
21 automatically waive the confidentiality designation for each challenged designation.  
22 In addition, the Challenging Party may file a motion challenging a confidentiality  
23 designation at any time if there is good cause for doing so, including a challenge to  
24 the designation of a deposition transcript or any portions thereof. Any motion brought  
25 pursuant to this provision must be accompanied by a competent declaration affirming  
26 that the movant has complied with the meet and confer requirements imposed by the  
27 preceding paragraph.

28       The burden of persuasion in any such challenge proceeding shall be on the

1 Designating Party. Frivolous challenges, and those made for an improper purpose  
2 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
3 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
4 the confidentiality designation by failing to file a motion to retain confidentiality as  
5 described above, all parties shall continue to afford the material in question the level  
6 of protection to which it is entitled under the Producing Party's designation until the  
7 court rules on the challenge.

8

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this case  
12 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
13 Material may be disclosed only to the categories of persons and under the conditions  
14 described in this Order. When the litigation has been terminated, a Receiving Party  
15 must comply with the provisions of section 13 below (FINAL DISPOSITION).

16       Protected Material must be stored and maintained by a Receiving Party at a  
17 location and in a secure manner that ensures that access is limited to the persons  
18 authorized under this Order.

19       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20 otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 "CONFIDENTIAL" only to:

23           (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
25 disclose the information for this litigation and who have signed the  
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

27           (b) the officers, directors, and employees (including House Counsel) of the  
28 Receiving Party to whom disclosure is reasonably necessary for this litigation and

1 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2           (c) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5           (d) the court and its personnel;

6           (e) court reporters and their staff

7           (f) professional jury or trial consultants, mock jurors, and Professional  
8 Vendors to whom disclosure is reasonably necessary for this litigation and who have  
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10          (g) the author or recipient of a document containing the information or a  
11 custodian or other person who otherwise possessed or knew the information.

12          (h) during their depositions, witnesses in the action to whom disclosure is  
13 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
14 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
15 by the court. Pages of transcribed deposition testimony or exhibits to depositions that  
16 reveal Protected Material must be separately bound by the court reporter and may not  
17 be disclosed to anyone except as permitted under this Stipulated Protective Order;  
18 and

19          (i) any mediator or settlement officer, and their supporting personnel, mutually  
20 agreed upon by any of the parties engaged in settlement discussions.

21

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
**OTHER LITIGATION**

23

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this action as  
26 “CONFIDENTIAL,” that Party must:

27          (a) promptly notify in writing the Designating Party. Such notification shall  
28 include a copy of the subpoena or court order;

1                   (b) promptly notify in writing the party who caused the subpoena or order to  
2 issue in the other litigation that some or all of the material covered by the subpoena or  
3 order is subject to this Protective Order. Such notification shall include a copy of this  
4 Stipulated Protective Order; and

5                   (c) cooperate with respect to all reasonable procedures sought to be pursued by  
6 the Designating Party whose Protected Material may be affected.

7                   If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this  
9 action as “CONFIDENTIAL” before a determination by the court from which the  
10 subpoena or order issued, unless the Party has obtained the Designating Party’s  
11 permission. The Designating Party shall bear the burden and expense of seeking  
12 protection in that court of its confidential material – and nothing in these provisions  
13 should be construed as authorizing or encouraging a Receiving Party in this action to  
14 disobey a lawful directive from another court.

15

16                  9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
17                  PRODUCED IN THIS LITIGATION

18                  (a) The terms of this Order are applicable to information produced by a Non-  
19 Party in this action and designated as “CONFIDENTIAL.” Such information  
20 produced by Non-Parties in connection with this litigation is protected by the  
21 remedies and relief provided by this Order. Nothing in these provisions should be  
22 construed as prohibiting a Non-Party from seeking additional protections.

23                  (b) In the event that a Party is required, by a valid discovery request, to  
24 produce a Non-Party’s confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party’s  
26 confidential information, then the Party shall:

27                      (1) promptly notify in writing the Requesting Party and the Non-Party  
28                      that some or all of the information requested is subject to a confidentiality

1 agreement with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated  
3 Protective Order in this litigation, the relevant discovery request(s), and a  
4 reasonably specific description of the information requested; and

5 (3) make the information requested available for inspection by the Non-  
6 Party.

7 (c) If the Non-Party fails to object or seek a protective order from this court  
8 within 14 days of receiving the notice and accompanying information, the Receiving  
9 Party may produce the Non-Party's confidential information responsive to the  
10 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
11 Party shall not produce any information in its possession or control that is subject to  
12 the confidentiality agreement with the Non-Party before a determination by the court.  
13 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
14 of seeking protection in this court of its Protected Material.

15  
16 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
18 Protected Material to any person or in any circumstance not authorized under this  
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
22 persons to whom unauthorized disclosures were made of all the terms of this Order,  
23 and (d) request such person or persons to execute the "Acknowledgment and  
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25  
26 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
27 **PROTECTED MATERIAL**

28 When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other protection,  
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
4 may be established in an e-discovery order that provides for production without prior  
5 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
6 parties reach an agreement on the effect of disclosure of a communication or  
7 information covered by the attorney-client privilege or work product protection, the  
8 parties may incorporate their agreement in the stipulated protective order submitted to  
9 the court.

10

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. Without written permission from the  
20 Designating Party or a court order secured after appropriate notice to all interested  
21 persons, a Party may not file in the public record in this action any Protected  
22 Material. A Party that seeks to file under seal any Protected Material must comply  
23 with L.R. 79-5. Protected Material may only be filed under seal pursuant to a court  
24 order authorizing the sealing of the specific Protected Material at issue. Pursuant to  
25 L.R. 79-5, a sealing order will issue only upon a request establishing that the  
26 Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
27 entitled to protection under the law. If a Receiving Party's request to file Protected  
28 Material under seal pursuant to L.R. 79-5 is denied by the court, then the Receiving

1 Party may file the information in the public record pursuant to L.R. 79-5 unless  
2 otherwise instructed by the court.

3

4 **13. FINAL DISPOSITION**

5 Within 60 days after the final disposition of this action, as defined in paragraph  
6 4, each Receiving Party must return all Protected Material to the Producing Party or  
7 destroy such material. As used in this subdivision, “all Protected Material” includes  
8 all copies, abstracts, compilations, summaries, and any other format reproducing or  
9 capturing any of the Protected Material. Whether the Protected Material is returned or  
10 destroyed, the Receiving Party must submit a written certification to the Producing  
11 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
12 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
13 that was returned or destroyed and (2) affirms that the Receiving Party has not  
14 retained any copies, abstracts, compilations, summaries or any other format  
15 reproducing or capturing any of the Protected Material. Notwithstanding this  
16 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
17 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
18 deposition and trial exhibits, expert reports, attorney work product, and consultant  
19 and expert work product, even if such materials contain Protected Material. Any such  
20 archival copies that contain or constitute Protected Material remain subject to this  
21 Protective Order as set forth in Section 4 (DURATION).

22

23 14. Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

26

27 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

28

1 DATED: August 10, 2023

KREVOLIN & HORST, LLC  
JESSICA G. CINO  
ROSS LLP  
RICHARD A. SCHWARTZ

4

5

6

By: /s/ Jessica G. Cino

7

JESSICA G. CINO

8

Attorneys for Defendant DILE  
SOLUTIONS LLC

9

10

11

DATED: August 10, 2023

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
LAWRENCE S. GROSBERG  
BRETT L. McCLURE  
GERRICK M. WARRINGTON

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By: /s/ Gerrick M. Warrington\*

17

GERRICK M. WARRINGTON

18

Attorneys for Plaintiff IDC LOGISTICS  
INC

19

\*signed with express permission

20

21

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22

23

DATED: August 16, 2023

24

25

26

/ s / Sagar

Honorable Alka Sagar

27

United States Magistrate Judge

28

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of IDC Logistics Inc. v. DILE Solutions, LLC, No. 2:22-  
cv-08690-MWF(ASx). I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action  
21 or any proceedings related to enforcement of this Stipulated Protective Order.

22 | Date:

24 || City and State where sworn and signed: \_\_\_\_\_

26 Printed name:

28 | Signature: